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19 CITY OF LOS ANGELES

20 UNITED STATES DISTRICT COURT

21 CENTRAL DISTRICT OF CALIFORNIA

22 BILAL MUHAMMAD, individually and  
23 as class representative,

24 Plaintiff,

25 v.

26 CITY OF LOS ANGELES, and DOES 1  
27 through 10,

28 Defendant.

Case No. 23-cv-09846-JFW-PD

**STIPULATED PROTECTIVE  
ORDER**

1 **A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential, proprietary,  
3 or private information for which special protection from public disclosure and from use  
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
5 parties hereby stipulate to and petition the Court to enter the following Stipulated  
6 Protective Order. The parties acknowledge that this Stipulated Protective Order does not  
7 confer blanket protections on all disclosures or responses to discovery and that the  
8 protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable legal  
10 principles.

11 **B. GOOD CAUSE STATEMENT**

12 This action involves the City of Los Angeles and members of the Los Angeles  
13 Police Department. Plaintiff is seeking materials and information that Defendant the City  
14 of Los Angeles (“City”) contends are confidential, such as personnel files of the police  
15 officers involved in this incident, Internal Affairs materials and information, video  
16 recordings, audio recordings, photographs, Force Investigation Division materials and  
17 information and other administrative materials and information currently in the  
18 possession of the City and which the City believes need special protection from public  
19 disclosure and from use for any purpose other than prosecuting this litigation. Plaintiff is  
20 also seeking official information contained in the personnel files of the police officers  
21 involved in the subject incident, which the City contends are strictly confidential and  
22 which the City believes need special protection from public disclosure and from use for  
23 any purpose other than prosecuting this litigation.

24 The City asserts that the confidentiality of the materials and information sought by  
25 Plaintiff is recognized by California and federal law, as evidenced inter alia by California  
26 Penal Code section 832.7 and *Kerr v. United States Dist. Ct. for N.D. Cal.*, 511 F.2d 192,  
27 198 (9th Cir. 1975), aff’d, 426 U.S. 394 (1976). The City contends that it has not publicly  
28 released the materials and information referenced above except under protective order or

1 pursuant to a court order, if at all. These materials and information are of the type that has  
2 been used to initiate disciplinary action against Los Angeles Police Department  
3 (“LAPD”) officers, and has been used as evidence in disciplinary proceedings, where the  
4 officers’ conduct was considered to be contrary to LAPD policy.

5 The City contends that absent a protective order delineating the responsibilities of  
6 nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary and  
7 undue disclosure by one or more of the many attorneys, secretaries, law clerks, paralegals  
8 and expert witnesses involved in this case, as well as the corollary risk of embarrassment,  
9 harassment and professional and legal harm on the part of the LAPD officers referenced  
10 in the materials and information.

11 The City also contends that the unfettered disclosure of the materials and  
12 information, absent a protective order, would allow the media to share this information  
13 with potential jurors in the area, impacting the rights of the City herein to receive a fair  
14 trial.

15 Plaintiff does not concur in the foregoing representations or the applicability of the  
16 foregoing authorities but agrees that a protective order is necessary to facilitate discovery  
17 in this case.

18 Defendant may seek information such as Plaintiff’s medical records that Plaintiff  
19 believes are highly sensitive, confidential, and are legally protected from disclosure. *See*  
20 *Wooden v. Comprehensive Health Mgmt.*, No. 20-00053 LEK-WRP, 2021 U.S. Dist.  
21 LEXIS 101889, at \*3 (D. Haw. May 28, 2021) (“[M]edical records are confidential, as  
22 recognized under the Health Insurance Portability and Accountability Act of 1996.”);  
23 *Pratt v. Gamboa*, No. 17-CV-04375-LHK, 2020 U.S. Dist. LEXIS 90913, at \*5 (N.D.  
24 Cal. May 22, 2020) (same). Plaintiff contends that the undue disclosure of such  
25 information creates a specific risk of embarrassment, emotional harm, reputational harm,  
26 and professional harm.

27 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
28 of disputes over confidentiality of discovery materials, to adequately protect information

1 the parties are entitled to keep confidential, to ensure that the parties are permitted  
 2 reasonable necessary uses of such material in preparation for and in the conduct of trial,  
 3 to address their handling at the end of the litigation, and serve the ends of justice, a  
 4 protective order for such information is justified in this matter. It is the intent of the  
 5 parties that information will not be designated as confidential for tactical reasons and that  
 6 nothing be so designated without a good faith belief that it has been maintained in a  
 7 confidential, non-public manner, and there is good cause why it should not be part of the  
 8 public record of this case.

9 The Parties agree that there is Good Cause for a Protective Order so as to preserve  
 10 the respective interests of the parties while streamlining the process of resolving any  
 11 disagreements.

12 The parties therefore stipulate that there is Good Cause for, and hereby jointly  
 13 request that the honorable Court issue a Protective Order regarding confidential  
 14 documents consistent with the terms and provisions of this Stipulation. However, the  
 15 entry of a Protective Order by the Court pursuant to this Stipulation shall not be  
 16 construed as any ruling by the Court on the aforementioned legal statements or privilege  
 17 claims in this section, no shall this section be construed as part of any such Court Order.

18 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**  
 19 **SEAL**

20 The parties further acknowledge, as set forth in Section 12.3, below, that this  
 21 Stipulated Protective Order does not entitle them to file confidential information under  
 22 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
 23 standards that will be applied when a party seeks permission from the court to file  
 24 material under seal.

25 There is a strong presumption that the public has a right of access to judicial  
 26 proceedings and records in civil cases. In connection with non-dispositive motions, good  
 27 cause must be shown to support a filing under seal. See *Kamakana v. City and County of*  
 28 *Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d

1 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576,  
 2 577 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing), and  
 3 a specific showing of good cause or compelling reasons with proper evidentiary support  
 4 and legal justification, must be made with respect to Protected Material that a party seeks  
 5 to file under seal. The parties' mere designation of Disclosure or Discovery Material as  
 6 CONFIDENTIAL does not—without the submission of competent evidence by  
 7 declaration, establishing that the material sought to be filed under seal qualifies as  
 8 confidential, privileged, or otherwise protectable—constitute good cause.

9 Further, if a party requests sealing related to a dispositive motion or trial, then  
 10 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
 11 sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos*  
 12 *v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of  
 13 information, document, or thing sought to be filed or introduced under seal in connection  
 14 with a dispositive motion or trial, the party seeking protection must articulate compelling  
 15 reasons, supported by specific facts and legal justification, for the requested sealing  
 16 order. Again, competent evidence supporting the application to file documents under seal  
 17 must be provided by declaration.

18 Any document that is not confidential, privileged, or otherwise protectable in its  
 19 entirety will not be filed under seal if the confidential portions can be redacted. If  
 20 documents can be redacted, then a redacted version for public viewing, omitting only the  
 21 confidential, privileged, or otherwise protectable portions of the document, shall be filed.  
 22 Any application that seeks to file documents under seal in their entirety should include an  
 23 explanation of why redaction is not feasible.

## 24 **2. DEFINITIONS**

25 **2.1 Action:** This pending federal lawsuit, *Bilal Muhammad, individually and as*  
 26 *class representative v. City of Los Angeles*, Case No. 23-cv-09846-JFW-PD.

27 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation of  
 28 information or items under this Order.

1           **2.3    “CONFIDENTIAL” Information or Items:** Information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for protection  
3 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
4 Statement.

5           **2.4    Counsel:** Outside Counsel of Record and House Counsel (as well as their  
6 support staff), including counsel of record for the parties to this civil litigation and their  
7 support staff.

8           **2.5    Designating Party:** A Party or Non-party that designates information or  
9 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

10           **2.6    Disclosure or Discovery Material:** All items or information, regardless of  
11 the medium or manner in which it is generated, stored, or maintained (including, among  
12 other things, testimony, transcripts, and tangible things), that are produced or generated in  
13 disclosures or responses to discovery by any Party in this matter.

14           **2.7    Expert:** A person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
16 expert witness or as a consultant in this Action.

17           **2.8    House Counsel:** Attorneys who are employees of a party to this Action.  
18 House Counsel does not include Outside Counsel of Record or any other outside counsel.

19           **2.9    Non-Party:** Any natural person, partnership, corporation, association or  
20 other legal entity not named as a Party to this action.

21           **2.10   Outside Counsel of Record:** Attorneys who are not employees of a party to  
22 this Action but are retained to represent or advise a party to this Action and have  
23 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
24 appeared on behalf of that party, and includes support staff.

25           **2.11   Party:** Any party to this Action, including all of its officers, directors,  
26 boards, departments, divisions, employees, consultants, retained experts, House Counsel  
27 and Outside Counsel of Record (and their support staffs).

28    ///

1           **2.12 Producing Party:** A Party or Nonparty that produces Disclosure or  
 2           Discovery Material in this Action, including a Party that is defending a deposition noticed  
 3           or subpoenaed by another Party.

4           **2.13 Professional Vendors:** Persons or entities that provide litigation support  
 5           services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 6           demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
 7           their employees and subcontractors.

8           **2.14 Protected Material:** Any Disclosure or Discovery Material that is  
 9           designated as “CONFIDENTIAL” and for which this designation has not thereafter been  
 10          withdrawn. (The term “Confidential Document” shall be synonymous with the term  
 11          “Protected Material” for the purposes of this Stipulation and any associated Protective  
 12          Order.)

13          **2.15 Receiving Party:** A Party that receives Disclosure or Discovery Material  
 14          from a Producing Party, including a Party that has noticed or subpoenaed and is taking a  
 15          deposition or comparable testimony.

### 16          **3. SCOPE**

17          The protections conferred by this Stipulated and Order cover not only Protected  
 18          Material (as defined above), but also (1) any information copied or extracted from  
 19          Protected Material; (2) all copies, excerpts, abstracts, summaries, or compilations of  
 20          Protected Material; and (3) any testimony, conversations, or presentations by Parties or  
 21          their Counsel that might reveal Protected Material.

22          Any use of Protected Material at trial shall be governed by the orders of the trial  
 23          judge. This Order does not govern the use of Protected Material at trial.

### 24          **4. DURATION**

25          FINAL DISPOSITION of the action is defined as the conclusion of any appellate  
 26          proceedings, or, if no appeal is taken, when the time for filing of an appeal has run.  
 27          Except as set forth below, the terms of this protective order apply through FINAL  
 28          DISPOSITION of the action. The parties may stipulate that they will be contractually



bound by the terms of this agreement beyond FINAL DISPOSITION, but will have to file a separate action for enforcement of the agreement once all proceedings in this case are complete.

The Parties will meet and confer no later than the Rule 16-2 conference regarding the pre-trial exchange of documents without any CONFIDENTIAL legend that either Party places on the trial exhibit list and that the Party reasonably expects may be used at trial. This exchange of documents shall not change their confidential designation. Any such documents not introduced into evidence at trial shall be destroyed within 30 days following the conclusion of trial.

Once a case proceeds to trial, all of the information introduced into evidence at trial that was designated as confidential or maintained pursuant to this protective order becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

If the case does not proceed to trial, even after Final Disposition, as set forth in Section 2.8 above, of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

## **5. DESIGNATING PROTECTED MATERIAL**

### **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that



1 qualify so that other portions of the material, documents, items or communications for  
2 which protection is not warranted are not swept unjustifiably within the ambit of this  
3 Order.

4 Mass, indiscriminate or routinized designations are prohibited. Designations that  
5 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
6 to unnecessarily encumber the case development process or to impose unnecessary  
7 expenses and burdens on other parties) may expose the Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this  
12 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
13 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
14 must be clearly so designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic documents, but  
17 excluding transcripts of depositions or other pretrial or trial proceedings), that the  
18 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or words of a  
19 similar effect, and that includes the case name and case number (hereinafter  
20 "CONFIDENTIAL legend"), to the top or bottom margin of each page that contains  
21 protected material. If only a portion or portions of the material on a page qualifies for  
22 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
23 by making appropriate markings in the margins). The CONFIDENTIAL legend shall not  
24 interfere with the ability to read any text or see any image in the document.

25 A Party or Non-Party that makes original documents available for inspection need  
26 not designate them for protection until after the inspecting Party has indicated which  
27 documents it would like copied and produced. During the inspection and before the  
28 designation, all of the material made available for inspection shall be deemed

“CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

**5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

**5.4 Alteration of Confidentiality Stamp Prohibited.** A Receiving Party shall not alter, edit, or modify any Protected Material so as to conceal, obscure, or remove a “CONFIDENTIAL” stamp or legend thereon; nor shall a Receiving Party take any other action so as to make it appear that Protected Material is not subject to the terms and provisions of this Stipulation and its associated Order. However, nothing in this section shall be construed so as to prevent a Receiving Party from challenging a confidentiality designation subject to the provisions of section 6, *infra*.

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1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 **6.1 Timing of Challenges.** Any Party or Nonparty may challenge a designation  
3 of confidentiality at any time that is consistent with the Court's Scheduling Order.

4 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution  
5 process under Local Rule 37.1, *et seq.*

6 **6.3 Burden of Persuasion.** The burden of persuasion in any such challenge  
7 proceeding shall be on the Designating Party. Frivolous challenges, and those made for  
8 an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
9 other parties) may expose the Challenging Party to sanctions. Unless the Designating  
10 Party has waived or withdrawn the confidentiality designation, all parties shall continue  
11 to afford the material in question the level of protection to which it is entitled under the  
12 Producing Party's designation until the Court rules on the challenge.

13 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

14 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is  
15 disclosed or produced by another Party or by a Non-party in connection with this Action  
16 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
17 Material may be disclosed only to the categories of persons and under the conditions  
18 described in this Order. When the Action has been terminated, a Receiving Party must  
19 comply with the provisions of section 13 below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order.

23 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless  
24 otherwise ordered by the court or permitted in writing by the Designating Party, a  
25 Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
26 only to:

27 ///

28 ///

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
 2 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
 3 disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the  
 5 Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
 7 reasonably necessary for this Action and who have signed the "Acknowledgment and  
 8 Agreement to Be Bound" (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
 12 whom disclosure is reasonably necessary for this Action and who have signed the  
 13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a custodian  
 15 or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action  
 17 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that  
 18 the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted  
 19 to keep any confidential information unless they sign the "Acknowledgment and  
 20 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party  
 21 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
 22 depositions that reveal Protected Material may be separately bound by the court reporter  
 23 and may not be disclosed to anyone except as permitted under this Stipulated Protective  
 24 Order; and

25 (i) any mediator or settlement officer, and their supporting personnel, mutually  
 26 agreed upon by any of the parties engaged in settlement discussions.

27 **7.3 Retention of Executed Nondisclosure Agreement (Exhibit A).** Counsel  
 28 making the disclosure to any qualified person described herein shall retain the original

executed copy of the Nondisclosure Agreement until sixty (60) days after this litigation has become final, including any appellate review, and monitoring of an injunction. Counsel for the Receiving Party shall maintain all signed Nondisclosure Agreements and shall produce the signature page (either a physical or electronic copy) upon reasonable written notice from opposing counsel. If an issue arises regarding a purported unauthorized disclosure of Confidential Information, upon noticed motion of contempt filed by the Designating Party, counsel for the Receiving Party may be required to lodge the signed Nondisclosure Agreements, as well as a list of the disclosed materials, in camera with the Court having jurisdiction of the Stipulation if ordered to do so by the Court.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of

its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION**

**9.1 Application.** The terms of this Stipulated Protective Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Stipulated Protective Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

**9.2 Notification.** In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

**9.3 Conditions of Production.** If the Non-Party fails to seek a protective order from this court within fourteen (14) days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is

subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Stipulated Protective Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

#### **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

#### **12. MISCELLANEOUS**

**12.1 Right to Further Relief.** Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the Court in the future.

**12.2 Right to Assert Other Objections.** By stipulating to the entry of this Stipulated Protective Order, no Party waives any right it otherwise would have to object



1 to disclosing or producing any information or item on any ground not addressed in this  
 2 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground  
 3 to use in evidence of any of the material covered by this Stipulated Protective Order.

4 **12.3 Filing Protected Material.** A Party that seeks to file under seal any  
 5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only  
 6 be filed under seal pursuant to a court order authorizing the sealing of the specific  
 7 Protected Material at issue. If a Party's request to file Protected Material under seal is  
 8 denied by the court, then the Receiving Party may file the information in the public  
 9 record unless otherwise instructed by the Court.

### 10 **13. FINAL DISPOSITION**

11 After the FINAL DISPOSITION of this Action, as defined in paragraphs 4 and,  
 12 within 60 days of a written request by the Designating Party, each Receiving Party must  
 13 return all Protected Material to the Producing Party or destroy such material. As used in  
 14 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
 15 summaries, and any other format reproducing or capturing any of the Protected Material.  
 16 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
 17 a written certification to the Producing Party (and, if not the same person or entity, to the  
 18 Designating Party) by the 60-day deadline that (1) identifies (by category, where  
 19 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
 20 the Receiving Party has not retained any copies, abstracts, compilations, summaries or  
 21 any other format reproducing or capturing any of the Protected Material. Notwithstanding  
 22 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
 23 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
 24 deposition and trial exhibits, expert reports, attorney work product, and consultant and  
 25 expert work product, even if such materials contain Protected Material. Any such archival  
 26 copies that contain or constitute Protected Material remain subject to this Stipulated  
 27 Protective Order as set forth in Section 4 (DURATION).

28 ///

1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished by any and all  
3 appropriate measures including, without limitation, contempt proceedings and/or  
4 monetary sanctions.  
5

6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7  
8 Dated: January 18, 2024

**ORBACH HUFF & HENDERSON LLP**

9 By: /s/ Kevin E. Gilbert

10 Kevin E. Gilbert

11 Carolyn M. Aguilar

12 Attorneys for Defendant

CITY OF LOS ANGELES

13 Dated: January 18, 2024

**HADSELL STORMER RENICK & DAI LLP**

14 By: /s/ Brian Olney

15 Dan Stormer

16 Brian Olney

17 Attorneys for Plaintiff

18 BILAL MUHAMMAD, individually and  
as class representative

19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

20  
21 Dated: January 22, 2024



22 Honorable Patricia Donahue

23 United States Magistrate Judge  
24  
25  
26  
27  
28

**ATTACHMENT “A”**  
**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
 \_\_\_\_\_ [address], declare under penalty of perjury that I have read in its  
 entirety and understand the Stipulated Protective Order that was issued by the United  
 States District Court for the Central District of California on \_\_\_\_\_ [date] in the  
 case of *Bilal Muhammad, individually and as class representative v. City of Los Angeles*,  
 United States District Court for the Central District of California, Case No. 23-cv-09846-  
 JFW-PD. I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
 that I will not disclose in any manner any information or item that is subject to this  
 Stipulated Protective Order to any person or entity except in strict compliance with the  
 provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for  
 the Central District of California for the purpose of enforcing the terms of this Stipulated  
 Protective Order, even if such enforcement proceedings occur after termination of this  
 action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_  
 \_\_\_\_\_ [address and telephone number] as my California agent  
 for service of process in connection with this action or any proceedings related to  
 enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State Where Sworn and Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_